

Counter Parts - Elm M. Lester

RECORDATION NO. 17913-D, E, F
MAR 14 1997 2:00 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

March 11, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of each of the following secondary documents: (1) Lease Supplement No. 2, dated as of December 4, 1996; (2) Trust Indenture Supplement No. 2, dated December 4, 1996; and (3) Bill of Sale and Partial Release, dated January 16, 1997.

The enclosed documents relate to the Equipment Lease Agreement (GATC Trust No. 92-1B) and secondary documents related thereto which were previously filed with the Commission under Recordation Number 17913.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 2

Lessor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lessee: General American Transportation Corporation
500 West Monroe Street
Chicago, Illinois 60661

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**Trust Indenture Supplement No. 2
and Bill of Sale and Partial Release**

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Indenture Trustee: The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

A description of the railroad equipment covered by the enclosed document is:

railcars designated as GACX 10227 and PSPX 01014 are deleted from,
and railcar PSPX 01038 is added to, the Lease and Trust Indenture.

Also enclosed is a check in the amount of \$72.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

**TRUST INDENTURE SUPPLEMENT NO. 2
(GATC Trust No. 92-1B)**

This Indenture Supplement No. 2 (GATC Trust No. 92-1B), dated December 4, 1996 (this "Indenture Supplement"), of Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (GATC Trust No. 92-1B), dated as of July 1, 1992 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and Norwest Bank Minnesota, a National Association, a national banking association, as Owner Participant.

WITNESSETH:

WHEREAS, the Trust Indenture and Security Agreement (GATC Trust No. 92-1B) dated as of July 1, 1992 (the "Indenture"), between the Owner Trustee and The First National Bank of Chicago as Indenture Trustee (the "Indenture Trustee") provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe any Replacement Unit by having attached thereto a copy of the Lease Supplement, and shall specifically mortgage such Replacement Units to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Replacement Equipment Unit described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof.

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Equipment Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes and in the Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, a security interest in and mortgage lien on all right, title and interest of the Owner Trustee in and to the property comprising the Replacement Units described in the copy of the Lease Supplement attached hereto, and (ii) has sold, assigned, transferred and set over, a security interest in and mortgage lien on all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Indenture.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

The First National Bank of Chicago,
not in its individual capacity,
but solely as Indenture Trustee

By: Jeffrey L. Kinney
Name: JEFFREY L. KINNEY
Title: ASSISTANT VICE PRESIDENT

State of Illinois)
) SS
County of Cook)

On this ^{January 1997} ~~6th~~ day of ~~April~~, 1996, before me personally appeared Jeffrey L. Kinney, to me personally known, who being by me duly sworn, say that he is Asst Vice President of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Somsri Helmer
Notary Public

SEAL
My Commission Expires:



By: [Signature]
Name: _____

State of Delaware)
) SS
County of New Castle)

Betty A. Iversen
Notary Public

P-WDOCS BRONNAVEFLACEM TRUST IND 92B